

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE:

LEASE No. GS-09B-01910

THIS LEASE, made and entered into this date between QIP TUCSON OFFICE I, LLC

whose address is: 12851 Foster Street
Overland Park KS 66213

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

84,353 rentable square feet (r.s.f.), yielding approximately 75,586 ANSI/BOMA Office Area (ABOA) square feet and related space located on the 1st, 2nd, and 3rd Floors at 275 North Commerce Park Loop, Tucson, AZ 85745-2796 together with 251 parking spaces comprised of 100 onsite surface parking spaces and 151 onsite structured parking spaces, as depicted on the attached site and floor plans (Exhibits A and B) (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. PARAGRAPH 2 IS INTENTIONALLY OMITTED.

3. The Government shall pay the Lessor annual rent of [REDACTED] at the rate of [REDACTED] per month in arrears. Rent for a lesser period shall be prorated and break down as follows:

Rent Breakdown (Years 1 - 20)	Per RSF	Per ABOA	Annual Rent	Monthly Rent
Shell Rent	\$25.62	28.59	\$2,161,123.96	\$180,093.66
Operating Expenses	\$6.60	7.37	\$556,729.88	\$46,394.16
Amortization of TI	\$5.79	6.46	\$488,403.87	\$40,700.32
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Full Service Rent	\$39.94	44.57	[REDACTED]	[REDACTED]

Rent checks shall be payable to:

QIP Tucson Office I, LLC
12851 Foster Street
Overland Park KS 66213

4. PARAGRAPH 4 IS INTENTIONALLY OMITTED.

5. PARAGRAPH 5 IS INTENTIONALLY OMITTED.

(end paragraph 5 - paragraph 6 follows on next page)

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The parking space(s) described in Paragraph 1 and parking spaces required by local code.
 - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease. The Lessor shall prepare, at the Lessor's expense, and provide to the Government, for the Government's approval, design intent drawings. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 01910 and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.
7. The following are attached and made a part hereof:
- All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:
- a) The Solicitation For Offers Number 01910 (pages 1 - 70) (all references to SFO shall also refer to any Special Requirements and Amendments);
 - b) Agency Program of Requirements (POR) (pages 1 - 151);
 - c) Amendment Number 1 (pages 1- 1), Amendment Number 2 (Pages 1- 1); Amendment Number 3 (Pages 1- 1); Amendment Number 4 (Pages 1- 1); Amendment Number 5 (Pages 1- 1); Amendment Number 6 (Pages 1- 1);
 - d) GSA Form 3517B (pages 1- 32);
 - e) GSA Form 3518 (pages 1- 7);
 - f) Sheet no. 1- 8 containing Paragraphs 9-38;
 - g) Davis Bacon Wages;
 - h) First generation Blue-Line Plan/Site Plan (Exhibit "AB", page 1-6);
 - i) Best and Final Offer dated 5/6/10 and revised offer dated 5/11/10
 - j) Project Schedule
8. The following changes were made in this lease prior to its execution:
- Paragraphs 2, 4 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 38 have been added.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: QIP Tucson Office I, LLC

BY

(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

UNITED STATES OF AMERICA: GENERAL SERVICES

BY

Date:

Deborah D. Orkowski/ CONTRACTING OFFICER, GSA